Recorded a	nt Request of			RANDAL UTAH C	93 M 4151 P6 272 L A. COVINGTON UUNTY RECURDER
at	M. Fee Paid \$			SCORDED FOR	FIRST OMERICAN TITLE CO
Бу	Dep. Book	Page			
Mail tar n	otice to VILLAGE GREEN rican Title No. 30000		Address	2230 N.	University Prkuy
irst Amer	rican Title No. 30000				000 ll. 18604
	Ql	JIT-CL/	AIM DEE	D	
r s M	MABLEBY PROPERTIES	d, a gener	al partnersh	ip	
C & M				11 de	Grantor
DUIT CLA	rovo, Utah <i>MM 10</i>		uty of UTAH		, State of Utah, hereby
THE VIUTAL	ILLAGE GREEN COMMER Non-Profit Corporat	CICIAL CENT	ER PROPERTY	OWNERS AS	SOCIATION, A
					Grantee
of D	rovo, Utah			j.	for the sum of
ין TEN DOL	LARS (\$10.00) AND OTHER GO	OOD AND VALUA	BLE CONSIDERATIO	N	
the follow	ing described tract(s) of land in	UTAH	County, S	State of Utah:	
CENTE in th and M heret Easem	common Area contained, A PLANNED DEVELOR is recorded Survey by the survey because of the survey because of the survey of the sur	OPMENT (EXMap in Utal , (as said or supplementations anditions and 27760	n County, Uta d Record of S mented ) and nd Restriction	h, as Ent urvey Map in the De ons record	ry No. 28224, may have claration of ed in Utah 397 ( as said
				•	
SUBJEC:	T TO Easements, Restrictions, an	d Rights of Way oj	frecord and to general	l property taxes f	For the year 1996
	S, the hand of said grantor(s), th	is d	ay of December,	, 1996	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , , , ,			-	
	Signed in the Presence of		C & M MABLI	ECV DRODEI	PTTES
			a general ]	partnersh.	ip
			400	1.0.0	
			By: H.M. M	AGT FAY. G	eneral Partner
			Бу. п.н. 12	, O	
		· · · · · · · · · · · · · · · · · · ·	हेंगा है। से महिला है।		e ingresi gles i 🏰 francis sa ggar
STATE (	OF UTAH )				
<b>~</b> .	, מארידיאני ה	SS.		- - -	
County		December,	1996	personally a	opeared before me
<i>On</i> Н.М.	MAGLEBY, a general	l partner (	of C & M MAGL		RTIES, a general
nart	nership			he executed i	
the sign	er(s) of the foregoing instrument,	<i>wно ашу аскло</i> ж	A .		
6	NOTARY PUBLIC  STATE OF UTAH  W. Commission Expires		I hade	Waln	
	August 8, 1998 CHARLES S. WALKER		Juniaj	V/ac	Notary Public
	766 North 300 West American Fork, Utah 84003				

My commission expires

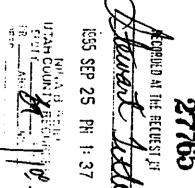
		T 102594 W 4151 P 273 SANDALL A. COVINGTON
Recorded at Request of		TAH COUNTY RECORDER 98 Dec 20 3:16 pm FEE 10.00 BY JRD ECORDED FOR FIRST AMERICAN TITLE CO
at M. Fee Paid \$		BEINGER LIN LINE HARVING LIVE OF
by Dep. BookPage		
Mail tax notice to VILLAGE GREEN  First American Title No. 30000		Provo Ut 84604 Awy
QUIT-CL	AIM DEED	
C & M MABLEBY PROPERTIES, a gene	ral partnership	Grantor
QUIT CLAIM to		, State of Utah, hereby
THE VILLAGE GREEN COMMERICIAL CENUTATION Utah Non-Profit Corporation	ITER PROPERTY OWNE	RS ASSOCIATION, A
		Grantee
of Provo, Utah TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALU	ABLE CONSIDERATION	for the sum of
the following described tract(s) of land in UTAH	County, State of	<u>fU</u> tah:
All Common Area contained within CENTER, A PLANNED DEVELOPMENT ( Fin the recorded Survey Map in Utand Map Filing No. 3911, ( as satheretofore been amended or supple Easement, Covenants, Conditions County, Utah, as Entry No. 27760 Declaration may have heretofore	EXPANDABLE ), as to ah County, Utah, and I demented ) and in to and Restrictions I in Book 2248, at	the same is identified as Entry No. 7782,  We may have the Declaration of the Corded in Utah  Page 397 ( as said
SUBJECT TO Easements, Restrictions, and Rights of Way and thereafter.	of record and to general proper	rty taxes for the year 1996
	day of December, 199	96
Signed in the Presence of	C & M MABLEGY I a general parts	
	By: H.M. MAGLE	General Partner
STATE OF UTAH )		
County of UTAH )		<u>.</u>
On the day of December, H.M. MAGLEBY, a general partner	1996 per of C & M MAGLEBY	sonally appeared before me PROPERTIES, a general
partnership  the signer(s) of northern ment, who duly acknow  STATE OF UTAH		executed the same.
My Commission Expires August 8, 1996 CHARLES S. WALKER 765 North 300 West	Mulyla	1
American Fork, Utah 84003		Notary Public

My commission expires \_\_\_\_

			RANSA	595 W 4151 P6274
Recorded at Request of			1996 Bec 20	SOUNTY RECORDER  3116 pm FEE 10.00 BY JR)
at M. Fee Paid \$				IR FIRST AMERICAN TITLE CO
by Dep. Book				
Mail tax notice to VILLAGE GREEN First American Title No. 30000		Address	2230 N	University Popular
First American Title No. 30000	T-CI A	IM DEE	D - Po	io Ut 84004
QOI				
C & M MABLEBY PROPERTIES,	a genera	l partnershi	ъ.	Grantor
of Provo, Utah QUIT CLAIM to	, County	of UTAH	-	, State of Utah, hereby
THE VILLAGE GREEN COMMERICATION Utah Non-Profit Corporation	[AL CENTE] 1	R PROPERTY (	WNERS AS	SOCIATION, A
				Grantee
of Provo, Utah TEN DOLLARS (\$10.00) AND OTHER GOOD A	AND VALUABL	E CONSIDERATION	v	for the sum of
the following described tract(s) of land in	UTAH	County, S	tate of Utah:	
CENTER, A PLANNED DEVELOPME in the recorded Survey Map and Map Filing No. 3216, ( heretofore been amended or Easement, Covenants, Condit County, Utah, as Entry No. Declaration may have hereto	in Utah as said suppleme tions and 27760, i	County, Utal Record of Sunted ) and I Restriction n Book 2248	n, as Ent urvey Map in the De ns record , at Page	ry No. 27759, may have claration of ed in Utah 397 ( as said
			5.75 E	
SUBJECT TO Easements, Restrictions, and Righ and thereafter. WITNESS, the hand of said grantor(s), this		cord and to general p		or the year 1996
Signed in the Presence of	~	C & M MABLE	CV DDODEE	mtre
		a general p		
		By: H.M. MA	GLEBY, GE	eneral Partner
STATE OF UTAH ) ss.			_ ·	
County of UTAH )				
On the day of Dec H.M. MAGLEBY, a general pa	ember, 19			peared before me
partnership				
the signer(s) of the foregoing instrument, who d	luly acknowledge	ed to me that he	executed th	ne same.
STATE OF UTAH My Commission Expires August 8, 1996		Marlus	Waln	
CHARLES S. WALKER 786 North 300 West American Fork, Utah 84003		V - //	7	Notary Public

My commission expires

AFTER RECORDATION PLEASE RETURN TO: John K. M. Olsen, Esq. OLSEN, THORN & HILL 2230 No. at University Parkway, Ste. 9C Provo, Utah 84604



## SPECIAL WARRANTY DEED

[C&M Magleby Properties -- Conveying "Common Areas" to The Village Green Commercial Center Property Owners Association]

THIS DEED is made this 24th day of September, 1985, by and between C&M MAGLEBY PROPERTIES, a general partnership, as Grantor (hereinafter referred to as either "Grantor", "Owner" or "Developer"), and THE VILLAGE GREEN COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION, a Utah nonprofit corporation, whose address is 1675 No. 200 West, Ste. 9A, Provo, Utah 84604, as Grantee (hereinafter referred to as either "Grantee" or the "Association").

## RECITALS:

- Grantor is the Owner/Developer of certain Property located at approximately 1625-1675 No. 200 West, Provo, Utah, and has heretofore executed and will, on or about the date of recordation in Utah County, Utah, of this Special Warranty Deed, record in said County the following two (2) documents:
  - A Subdivision Plat entitled "Plat 'A', (1) Village Green Commercial Center, a Planned Development in Provo, Utah," which said Subdivision Plat was prepared and certified to by Arthur F. Jueschke, a Utah Registered Land Surveyor holding Certificate No. 3373, and was executed and acknowledged on August 29, 1985, by C&M Magleby Properties, a General Partnership, as the owner of the "Property" covered thereby (said Subdivision Plat is hereinafter referred to as the "Plat").
  - (ii) A document entitled "Village Green Commercial Center, a Planned Development (Expandable), Declaration of Easements, Covenants, Conditions, and Restrictions" which said document . is dated August 29, 1985, and was executed by C&M Magleby Properties, a General Partnership, as the "Declarant" (said document is hereinafter referred to as the "Declaration").
- By virtue of the Plat and Declaration, the Property covered thereby has been divided into nine (9) Lots and certain Common Areas.
- Under Article VIII, Section 3, of the Declaration, Developer has agreed that it shall convey to the Association § title to the Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any non- 💥 delinquent assessments, charges, or taxes imposed by governmental or quasi-governmental authorities).

NOW, THEREFORE, pursuant to Article VIII, Section 3, of the ED Declaration and in fulfillment of Developer's agreement thereunder, and in consideration of TEN DOLLARS (\$10.00), the receipt GO Which is acknowledged, Developer, as Grantor, hereby CONVEYS of which is acknowledged, Developer, as Grantor, hereby CONVEYS

RECORD AS #8

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AND WARRANTS against all claiming by, through, or under it unto the Association, as Grantee, the following described real property situated in Utah County, State of Utah:

> Beginning at a point at the intersection of the westerly right-of-way line of 200 West Street, Provo, Utah, (as constructed) and the south right-of-way line of a 34.0 ft. wide private roadway, (as constructed), which beginning point is east along the section line 1169.52 ft. and south 1372.92 ft. from the north 1/4 corner of Section 36, T. 6 S., R. 2 E., SLB & M; thence S. 5 degrees 32' W. along said westerly right-of-way line of said 200 west street, 169.61 ft.; thence continuing along said right-of-way line S. 1 degree 46' W. 81.91 ft.; thence along the northerly right-of-way line of 1625 North Street, Provo (as constructed), by the following courses and distances: N. 89 degrees 14' W. 87.42 ft.; thence N. 64 degrees 14' W. 9.46 ft.; thence N. 89 degrees 14' W. 143.00 ft.; thence s. 0 degrees 36'30" W. 4.00 ft.; thence N. 89 degrees 14' w. 70.00 ft.; thence leaving said northerly right-of-way line of said 1625 North Street and going N. 0 degrees 36'30" E. 122.00 ft.; thence N. 89 degrees 23'30" W. 6.00 ft.; thence N. 0 degrees 36'30" East 132.00 ft.; thence N. 89 degrees 09'42" W. 207.83 ft. to the dasterly right-of-way line of 300 west street, Provo, Utah, thence N. 16 degrees 36'30" E. along said easterly right-of-way line of said 300 west street 75.27 ft.; thence S. 87 degrees 36'30" W. 90.69 ft.; thence N. 25 degrees 06'30" E. 200.00 ft.; thence N. 20 degrees 56'30" E. 193.52 ft.; thence S. 35 degrees 41'10" E. 239.76 ft.; thence S. 29 degrees 41'10" E. 114.80 ft.; thence S. 35 degrees 41'10" E. 180.05 ft.; thence east 152.25 ft. to the point of beginning. Containing an area of 4.037 acres.

<u>Together with and subject to</u> a nonexclusive and perpetual right-of-way for access by vehicular and pedestrian traffic over and across the entirety of the following described property: beginning at a point on the westerly right-of-way line of 200 west street, Provo, Utah, which beginning point is east along the section line 1169.52 ft. and south 1372.92 ft. from the north 1/4 corner of section 36, T.6 S., R.2 E., SLB & M; thence west 121.41 ft; thence S. 66 degrees 02'12" W. 125.58 ft.; thence S. 10 degrees 28'48" E. 82.15 ft.; thence S. 1 degrees 44'48" W. 112.21 ft. to the north right-of-way line of 1625 north street; thence N. 89 degrees 14' W. along said north right-of-way line of 1625 north street 30.00 ft.; thence N. 1 degree 44'48" E. 109.51 ft.; thence N. 10 degrees 28' 48" W. 110.60 ft.; thence N. 89 degrees 09'42" W. 267.86 ft. to the easterly right-of-way line of 300 West Street; thence along said easterly right-of-way line of 300 West Street, N. 0 degree 36'30" E. 32.00 ft.; thence S. 89 degrees 09'42" E. 285.00 ft.; thence S. 0 degrees 50'18" W. 16.00 ft.; thence S. 35 degrees 41'10" E. 11.41 ft.; thence N. 66 degrees 02'12" E. 90.29 ft.; thence N. 35 degrees 41'10" W. 158.15 ft.; thence N. 29 degrees 41'10" W. 114.80 ft.; thence N. 35 degrees 41'10" W. 185.62 ft.; thence S. 21 degrees 45' W. 339.54 ft.; thence S. 87 degrees 36'30" W. 26.30 ft.; thence N. 21 degrees 45' E. 401.22

ft.; thence S. 35 degrees 41'10" E. 233.25 ft; thence S. 29 degrees 41'10" E. 114.80 ft.; thence S. 35 degrees 41'10" E. 159.78 ft.; thence east 143.00 ft. to the westerly right-of-way line of 200 west street; thence S. 5 degrees 32' W. along said westerly right-of-way line of 200 West Street, 34.16 ft. to the point of beginning.

EXCEPTING AND EXCLUDING from the above-described Property, however, Lots 1, 2, 3A, 3B, 4, 9A, 9B, 9C, and 10 contained within The Village Green Commercial Center, as said Lots are identified in the above-referenced Plat, and ALSO EXCEPTING AND EXCLUDING each and every easement and benefit that is provided for as an appurtenance to each or any of said Lots under the above-referenced Declaration.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for non-delinquent current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record (other than mortgages, trust deeds, or other instruments creating liens) which affect the above-described tract or any portion thereof; all visible easements and rights-of-way; and all easements and rights-of-way of record.

THIS DEED has been prepared and executed pursuant to and in furtherance of the arrangement created by the Declaration, and should be read and construed in light of that fact. Any term used in this Deed which is defined in the Declaration shall, to the extent permitted by the context hereof, have the meaning ascribed by the Declaration.

IN WITNESS WHEREOF, Developer as Grantor has executed this Deed the day and year first above written.

> C&M MAGLEBY PROPERTIES\* A General Partnership

HV Mark Magleby

STATE OF UTAH

COUNTY OF UTAH

day of September, 1985, personally appeared On this 24th before me H. Mark Magleby and Calvin C. Magleby, who being by me duly sworn, did say that they are the general partners in C&M Magleby Properties, a general partnership, and that the foregoing Special Warranty Deed was signed on behalf of said partnership by them, and they acknowledged to me that said partnership executed SAME.

My Commission Expires: 10-26-86

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